

Collective Agreement

- Between -

CUMBERLAND COUNTY TRANSITION HOUSE ASSOCIATION

- and -

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 4326**

April 1, 2023 to March 31, 2024

Collective Agreement Extension Framework

Between:

Cumberland County Transition House Association

And

Canadian Union of Public Employees Local 4326

Whereas the collective agreement subject to this framework expired on **March 31, 2023** and the parties wish to provide for their extension;

The terms of the extensions shall be as follows:

1. Term – April 1, 2023 – March 31, 2024

2. Wage Rates

The following adjustments to all wage rates shall take place over the life of this extension:

- i. Increase of 3% to all rates on April 1, 2023
- ii. Increase of 0.5% to all rates on March 31, 2024
- iii. In the event any publicly funded CUPE represented Long Term Care or Disability Support Program Employer in Nova Scotia negotiates a greater general economic increase than 3% in the years commencing on April 1, 2023 (Start of Year 3) or 0.5% March 31, 2024 (End of Year 3) it shall be applied to this agreement.

3. Defined Contribution Pension Adjustments

- i. Increase matched contribution rate by 1% on April 1, 2023
- ii. Increase matched contribution rate by 1% on March 31, 2024

Signed this 16th day of

August 2023

Employer



Union



Collective Agreement

- Between -

CUMBERLAND COUNTY TRANSITION HOUSE ASSOCIATION

- and -

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 4326**

December 1, 2015 to March 31, 2021

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THIS AGREEMENT made this _____ day of _____, 2019

BETWEEN:

**CUMBERLAND COUNTY
TRANSITION HOUSE ASSOCIATION**
hereinafter called the "Employer"

Party of the First Part

AND:

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 4326**
hereinafter called the "Union"

Party of the Second Part

ARTICLE I – PURPOSE AND DEFINITIONS

1.01 Purpose

It is the purpose of both parties to this Agreement:

- (a) To foster and maintain harmonious relations between the Employer and the Union and provide settled and just conditions of employment.
- (b) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, service, etc.
- (c) To encourage efficiency in operations.
- (d) To promote the morale, well-being and security of all Employees in the bargaining unit of the Union.

1.02 Supersedes Prior Agreements

It is now desirable that methods of bargaining and all matters pertaining to the working conditions of the Employees be drawn up in a collective agreement. This collective agreement supersedes all prior arrangements respecting employment.

1.03 Definitions

For the purposes of this Agreement

- (a) "Bargaining Unit" means the unit of Employees certified to be represented by the Union but does not include excluded employees.

- (b) "Collective Agreement" or "Agreement" means this Collective Agreement and the articles and appendices contained herein.
- (c) "Day" unless otherwise specified, means a calendar day.
- (d) "Employer" means the Board of Directors of Cumberland County Transition House Association also referred to from time to time as the Association carrying on business as Autumn House and includes any person authorized to exercise the authority of the Employer.
- (e) "Employee" means a person who is a member of the Bargaining Unit consisting of all Permanent Full-Time Employees of the Employer working as a Women's Support Counsellor, Men's Support Counsellor, Term Employees, Child and Youth Support Counsellor or Night Support Counsellor but excluding Management, Grant Employees, Relief Employees, Students, and those persons covered by paragraphs (a) and (b) of subsection 2 of Section 2 of the *Trade Union Act*, RSNS 1989, c 475.
- (f) "Executive Director" means the person employed by the Employer's board of directors to manage and administer the Employer's workplace and its programs. This includes, but is not limited to finances, personnel, programs, and liaison between the board, the employees, government agencies and the community. The Executive Director is not a member of the Bargaining Unit.
- (g) "Grant Employee" means a person who is primarily funded by a source other than out of the core funding provided by the Department of Community Services to the Employer for a specific purpose or program and shall be entitled to benefits as mutually agreed to by the Employer and the funding source prior to receiving funds and hiring. Grant Employees are not permanent and shall not be used to replace regular staff for work that is considered work of the Bargaining Unit. The Employer shall not supplement grant funding to the extent that Bargaining Unit members' rights and benefits are affected. Grant Employees are excluded from the Bargaining Unit and the provisions of this Collective Agreement do not apply to Grant Employees. If required as part of an application process, the Union will be asked to provide the Employer a letter of consent to employ Grant Employees. Any one grant or program using grant funds shall not last longer than the initial period of time stipulated by the funding source. If a grant is renewed for a second or subsequent term for the same work or if the Grant Employee becomes a Permanent Full-time or Permanent Part-time Employee funded primarily out of core funding provided by the Department of Community Services, then they will become a member of the Bargaining Unit. If a permanent Full-time Employee becomes a Grant Employee, they will remain in the Bargaining Unit with all rights and benefits.
- (h) A "Job-Share Employee" is a permanent employee who shares a permanent full-time position with another employee. The Employer shall consider any request for job sharing which is not adverse to operational requirements and is cost neutral. The parties agree to consult on the number and specific positions to be the subject of job-sharing arrangements in place at any one time. Job sharing is an arrangement which permits two employees to

share equally in duties, responsibilities, salary and benefits (where plan carrier permits) of one position as is consistent with the Collective Agreement. The terms and conditions of any job-sharing arrangement shall be mutually agreed to by the Union, Employer and the participants, and shall form part of the Collective Agreement. (Amended, October 2014)

- (i) "Management" means those staff delegated by the Employer, including but not limited to the executive director, to act on its behalf in carrying out management functions.
- (j) "Parties" means the signatories to this Collective Agreement and in particular the Union and the Employer as defined in the Collective Agreement.
- (k) "Permanent Full-Time Employee" means an Employee who is employed on a regular basis and who has completed the probationary period and works the normal hours of work as prescribed in Article 18 of the Collective Agreement and who is entitled to all of the rights, benefits and privileges of the Collective Agreement.
- (l) "Permanent Part-Time Employee" means an Employee who has completed the probationary period who is employed to work a predetermined schedule on a continuing basis but one who is employed to work less than the schedule of a Permanent Full-Time Employee and who is entitled to all of the rights, benefits and privileges of the Collective Agreement on a pro-rated basis.
- (m) "Relief Employee" means an employee who performs some, but not all, the duties of another Employee as required and one who works on a day-to-day basis but is not regularly scheduled to work. A Relief Employee is not a member of the Bargaining Unit.

For clarification, when a relief employee is covering a permanent Employee, it is understood that they do not carry a client caseload.

- (n) "Seniority" is as defined in Article 15.01 of this Collective Agreement.
- (o) "Term Employee" A Term Employee is one who replaces a Permanent Full-Time Employee for a specified period of not less than six (6) weeks and not more than twelve (12) months in a term position. During the period of appointment to a Term position, the Term employee is a member of the Bargaining Unit and all articles of the Collective Agreement except for Articles 17, (Lay-offs and Recalls); 23, (Leaves of Absence) (except for Bereavement and Inclement Weather); 25 (Employee Benefit Plans) and 28 (Job Security) and Appendix "A" shall apply to them. Term Employees will be paid an annual rate of pay equivalent to the up to one (1) year rate of pay divided by two thousand eighty (2080), which is the annualized hours of work for a full-time position. A Term employee's appointment can be ended by the return of the incumbent, the expiry of the term appointed, whichever comes first or by written notification to the employee of unsatisfactory performance. Such notification will be copied to the Union. The Term employee's status as a Bargaining Unit employee ends when the term appointment ends, but they shall accumulate Seniority or service while in a Term appointment in accordance with Article 15.01(c). A Term employee's appointment can be extended beyond one (1) year with the

consent of the Union. At the end of the term assignment, the employee shall be considered a Relief Employee in accordance with Article 1.03(m).

- (p) "Union" means the Canadian Union of Public Employees Local 4326.
- (q) "Working Day" means a day on which an Employee is regularly scheduled to work or actually works.
- (r) "Workplace" refers to Autumn House, the New Directions program site, or any other place where an Employee is working on behalf of the Cumberland County Transition House Association.
- (s) "Year of Service," unless otherwise specified elsewhere in this Agreement, means a calendar year of continuous employment.
- (t) "Contract Employee" A Contract employee is one that is employed to do work that is not considered bargaining unit work. Contract employee(s) shall not be members of the Bargaining Unit. If the Contract worker becomes a permanent Employee they will become a member of the Bargaining Unit, with all rights and benefits under the Collective Agreement. At no time shall a Contract employee be paid more than a Bargaining Unit member without the consent of the Local Union.
- (u) "Probationary Period" means the six-month period immediately following date of hire for which all new Employees are on probation.

1.04 Part-Time Benefits

Benefits for Permanent Part-Time Employees covered by this Collective Agreement will be limited to those specifically provided to such Part-Time Employees in this Agreement. Where applicable, benefits provided to Part-Time Employees will be pro-rated.

1.05 Gender and Number

In this Collective Agreement, reference to the feminine includes the masculine and reference to the singular includes reference to the plural, and vice versa, unless, in either case, the context requires otherwise.

ARTICLE 2 - RECOGNITION AND NEGOTIATION

2.01 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees and its Local 4326 as the sole and exclusive collective bargaining agent for all of its members as certified by the Nova Scotia Labour Relations Board Order #4769 and hereby agrees to negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relationship between parties, aiming towards a peaceful and amicable settlement of any differences that may arise

between them.

2.02 Work of the Bargaining Unit

- (a) Persons not defined by the terms of this Agreement shall not perform duties normally assigned to those Employees who are covered by this Agreement, except for the purposes of instruction, student placements or work experience, or in times of emergency, regular Employees are not available, or with the agreement of the parties. In the event of there being only one person at the workplace and that person having to leave, it will be at the discretion of management to provide coverage for a period not to exceed one half (1/2) hour.
- (b) Volunteers and student placements shall not be used to do work of the Bargaining Unit without the mutual agreement of the parties. The use of volunteers and student placements shall not in any way affect the hours of work or work status of permanent Employees.

Notwithstanding the above, the parties recognize the benefit of student placements.

The parties also recognize the benefit of volunteers, particularly the involvement of individuals among whom will be former users of the service, in supporting other individuals in crisis and agree to pursue a mutually agreed upon policy and program for volunteers.

- (c) With the exception of situations described in 2.02(a) and (b), the Employer agrees that all work or services ordinarily performed by members of the Bargaining Unit shall not be subcontracted, transferred, leased, assigned or conveyed, in whole or in part, to any person, company or non-Bargaining Unit person, except where mutually agreed to by the Employer and the Union.

2.03 No Other Agreements

No Employee shall be required or permitted to make a written or verbal agreement with the Employer or their representative which may conflict with the terms of this Collective Agreement.

2.04 Right of Fair Representation

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors when dealing or negotiating with the Employer. Such representatives(s) / advisor(s) shall have access to the Employer's premises in order to deal with any matters arising out of this Collective Agreement with the Employer's prior consent, and subject to operational requirements such as emergencies or the needs of clients.

2.05 Union Officers and Committee Members

Union officers and committee members shall be entitled to leave their work during working hours in order to carry out their functions under this Agreement. Permission to leave work during working hours for such purposes shall not be unreasonably withheld subject to operational requirements

and shall be considered as time worked.

ARTICLE 3 - UNION MEMBERSHIP REQUIREMENT

3.01 All Employees to be Members

As a condition of employment, all new Employees shall become and remain members in good standing of the Union and will pay dues beginning on the first day worked.

ARTICLE 4 - MANAGEMENT RIGHTS

4.01 Management Rights

The management and direction of Employees, operations and services are vested exclusively in the Employer, and any matter arising out of this shall not be the subject of collective bargaining. All functions, rights, powers, prerogatives, and authority which the Employer has not specifically abridged, deleted, or modified by this Collective Agreement are recognized by the Union as being retained by the Employer. The Employer shall exercise its functions in a reasonable manner and will not act in a manner contrary to this Collective Agreement. The question of whether any of these rights is limited by this Agreement shall be decided through the grievance and arbitration procedure, as set out in Articles 12 and 13.

4.02 Delegation of Authority

The Employer reserves the right to delegate its authority in any manner it sees fit.

4.03 Executive Director Supervises and Evaluates

Unless otherwise specified in the Collective Agreement, the Executive Director shall be responsible for the supervision and evaluation of Employees covered by this Collective Agreement.

ARTICLE 5 - HUMAN RIGHTS

5.01 No Discrimination and Bona Fide Occupational Requirement

The Employer and Union agree that there shall be no discrimination by either party of any Employee by reason of any prohibited grounds of discrimination as outlined in the Nova Scotia *Human Rights Act*, RSNS 1990 c 214. The Parties also agree that there will be no discrimination, on the basis of Union membership, employer association membership, or residence. The Parties agree that bona fide occupational requirements, and bona fide pension plans, do not constitute prohibited grounds of discrimination. The Union and Employer acknowledge that sex preference with respect to employment can be stipulated as an acceptable practice for matters involving residential services, personal counselling and crisis counselling, where appropriate to meet client needs. The parties agree that if an Employee works past the age of sixty-five (65), the ongoing participation of the Employee in benefits provided by third-parties may continue only with the permission of the third-parties and an Employee shall have no cause of grievance or cause of action against

the Employer for the denial of any benefits provided by third-parties.

5.02 Same-Sex Benefits

To the extent Employees are eligible for spousal benefits, these shall be available to same-sex spouses.

5.03 Disability Accommodation

The Parties agree that when an Employee seeks an accommodation on the grounds of disability, they have an obligation to provide an objective medical opinion of the requirement of the accommodation, the functional limitation and restrictions arising. The opinion shall state the treatment plan in place, and confirmation of whether the Employee is cooperating with and in compliance with the prescribed treatment plan or any medical interventions. The Employee also is obligated to participate in treatment plans to alleviate their restrictions. The Employee shall give the Employer consent to share this information with the Union or the Employee may elect to share this information directly with the Union. Where accommodation is required, the Employer will provide reasonable accommodation for the Employee to the extent the accommodation does not cause undue hardship.

Failure of the Employee to cooperate and participate in the accommodation process may relieve the Employer from its duty to accommodate. Employees have an obligation to accept reasonable accommodation options. In considering the feasibility of accommodation options, the Employer may consider modification of duties, shifts, and/or orientation of the Employee.

Agreements regarding the accommodation plan for an Employee shall be in writing and kept in the Employee's personnel file. If there is a change in the Employee's circumstances, including a lessening or worsening of the Employee's disability, the Employee may be required to submit to an Independent Medical Examination in accordance with Article 22.08 and the accommodation plan may require revision.

The Union agrees to support accommodation measures which may require modification of the Collective Agreement. Where Collective Agreement modifications are agreed to by the Employer and the Union, these are made on a without prejudice, case-by-case basis.

5.04 Independent Medical Examinations

The Employee, if requested to do so by the Employer, to assess an accommodation will attend an independent medical examination. In the event of an independent medical exam, it would be preferred if the parties could agree on the examiner if possible. In the event of an impasse, the assessor will be selected from a list of acceptable providers, WCB or alternate agreed provider.

5.05 Tripartite Inquiry

The parties agree that, in circumstances of an Employee's request for accommodation, the three parties, consisting of the Employer, the Union and the Employee, are obliged to cooperate

throughout the processes required in determining if accommodation is required and finding an accommodation.

ARTICLE 6 - CHECK-OFF OF UNION DUES/FOR GOOD OF UNION

6.01 Check-Off Payments

The Employer shall, subject to Article 24.01, deduct bi-weekly from every Employee any dues, initiation fees, or assessments levied by the Union on its members.

6.02 Deductions

Deductions shall be made from each payroll and shall be forwarded to the National Secretary-Treasurer of CUPE, 1375 St. Laurent Blvd., Ottawa, Ontario, K1G 0Z7, not later than the 15th day of the month following such deduction. Such remittance shall be accompanied by a list of names, classifications and hours worked by the Employees from whose wages the deductions have been made. The Union shall indemnify and save the Employer harmless from any liability or action that may arise out of any deductions made from pay of any employee pursuant to this Article.

6.03 Dues Receipts

At the same time that Income Tax (T-4) slips are made available, the Employer shall provide the amount of union dues paid by each union member in the previous year.

6.04 Copies of Collective Agreement

As soon as reasonably possible after the signing of the Agreement, the Employer shall provide the Bargaining Unit with sufficient copies of the Collective Agreement for circulation to the membership. The distribution of the copies of this Agreement shall be carried out by the Union. The cost of printing of this Agreement in numbers sufficient for distribution to each party shall be borne equally by the Employer and the Union.

ARTICLE 7 - BOARD OF DIRECTORS

7.01 Presentations to Board

The Union may from time to time make presentations to the Board of Directors on non-labour relation issues at a time mutually agreeable to the parties. Detailed requests for such presentations shall be made through the Executive Director. All labour relations issues shall be dealt with at the Labour Management Committee.

ARTICLE 8 - NEW EMPLOYEES

8.01 Potential Employees

The Employer agrees to acquaint potential Employees with the fact that a Union Agreement is in effect, and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-Off.

8.02 On-the-Job Training

New Employees hired by the Employer shall immediately receive on-the-job training, as approved by the Executive Director and reviewed by the Labour Management Committee, related to all duties they may be required to perform while employed. Before being scheduled to work alone at the workplace, new Employees must successfully complete this on-the-job training.

8.03 Union Orientation

The Union agrees to acquaint new Employees hired by the Employer with the Union and the rights and benefits flowing to the Employee from their membership.

ARTICLE 9 - CORRESPONDENCE

9.01 Correspondence

All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Executive Director for Autumn House to the President or Secretary of Local 4326 and from the Secretary of Local 4326 to the CUPE National Representative.

A copy of any correspondence between the Employer and their designate and any Employee in the Bargaining Unit unless prohibited by privacy requirements, pertaining to the interpretation, administration, or application of any part of this Agreement shall be forwarded to the Secretary of Local 4326.

ARTICLE 10 - JOB CLASSIFICATION AND RECLASSIFICATION

10.01 Job Description

The Labour Management Committee will review and agree upon job descriptions for all non-classified positions.

10.02 No Elimination of Present Classification

Existing classifications shall not be eliminated or substantially changed without prior agreement of the Union except in cases when positions have to be eliminated due to funding cuts or reclassification by the Department of Community Services.

10.03 Changes in Classifications

The Employer shall prepare a new job description whenever a job is created or whenever the duties of a job substantially change. When the duties of any job are substantially changed or substantially increased, the position shall be reclassified in accordance with Provincial job classification standards approved for the Association. If the parties are unable to agree on the reclassification and/or rate of pay for the job in question, such dispute shall be submitted to grievance and arbitration for determination. The new rate shall become retroactive to the time the new position was first filled by the Employee or the date of change in job duties.

ARTICLE 11 - LABOUR MANAGEMENT BARGAINING RELATIONS

11.01 Representatives

The Employer shall not bargain with or enter into any agreement with an Employee or group of Employees in the Bargaining Unit. No Employee or group of Employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. In representing an Employee or group of Employees, an elected or appointed representative of the Union shall be the spokesperson.

11.02 Union Bargaining Committee

- (a) A Union Bargaining Committees shall be elected or appointed and consist of not more than three (3) members of the Union and the CUPE National Representative. The Union will advise the Employer of the Union members of the Committee.
- (b) The Employer Bargaining Committee shall consist of not more than three (3) members plus their Labour Relations representative. The Employer shall notify the Union of the contact information of their committee members.

11.03 Meeting of Committee

In the event either party wishes to call a bargaining meeting, the meeting shall be held at a time and place fixed by mutual agreement. However, such meeting must be held not later than thirty (30) calendar days after the request has been given.

11.04 Technical Information

Within ten (10) days of a request by the Union, the Employer shall make available to the Union the following information: job descriptions, studies, surveys, policy manuals and directives. The Employer shall not be required to provide any material which pertains to confidential labour relations or Employee matters, or any material provided to the Employer by a third party on condition of confidentiality.

11.05 Copies of Resolutions

Copies of all motions, resolutions and by-laws or rules and regulations adopted by the Board which affect this Collective Agreement are to be forwarded to the Union within fifteen (15) working days.

11.06 Time Off for Meeting

Any representative of the Union or the Bargaining Committee, who is in the employ of the Employer, shall have the right to attend meetings with the Employer held within working hours without loss of remuneration subject to operational requirements of the Employer.

ARTICLE 12- GRIEVANCE PROCEDURE

12.01 Union Steward

The Union will elect and the Employer will recognize Shop Steward(s) who are Employee(s) of the Employer, to deal with complaints and grievances. The Union shall notify the Employer of the names of the elected shop steward(s) on an annual basis and shall advise of any changes that occur during the year. It is acknowledged that stewards have their regular work to perform on behalf of the Employer and at no time shall more than one steward be off.

12.02 Permission to Leave Work

The Employer agrees that the Steward shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties while investigating disputes and presenting grievances as provided in this article. The Union recognizes that the Steward is employed by the Employer and that they will not leave their work during working hours without obtaining the permission of their supervisor. Such permission is not to be unreasonably withheld.

12.03 Initial Step

An Employee is expected to discuss their concerns regarding any action or lack of action or unjust treatment with the Executive Director within ten (10) working days in an effort to resolve any problems prior to initiating a grievance procedure. The Employee(s) shall have the right to have a shop steward present during these discussions.

12.04 Purpose of the Grievance Procedure

The purpose of the grievance procedure is to resolve disputes in a fair and expeditious manner. The Employer acknowledges the right and responsibility of stewards or local representatives to assist aggrieved Employees in the preparation and presentation of their grievances in accordance with the grievance procedure and agrees that it shall not interfere or hinder them in any way, in the performance of these duties. When any dispute cannot be settled by the initial informal step, it shall be deemed to be a grievance and the Executive Director shall be notified by way of stated grievance in the proper form, outlining the articles violated, facts in support of the grievance and remedy sought. The grievance must have the approval of the Union or be presented by the

Union.

12.05 "Day" Defined

For the purpose of this Article, "day" means any day that is not Saturday, Sunday or one of those holidays described in Article 20 of this Agreement.

12.06 Grievance Procedure

A grievance is defined as a complaint in writing by an Employee, a group of Employees or the Union on behalf of an Employee or group of Employees as a result of a dispute arising out of the interpretation, application, administration or alleged violation of this Collective Agreement or a case where an Employee feels that the Employer has acted unjustly or improperly.

Step 1

The grievance shall be submitted in writing to the Executive Director within twenty (20) days of discovery of cause for a grievance. Within ten (10) days of receipt of the grievance, the Executive Director shall convene a meeting with the grievor and their steward or local representative to discuss the grievance and give their written decision to the grievor and their representative, with reasons.

Step 2

Failing a satisfactory resolution at Step 1, or, if no written decision is issued at Step 1, within ten (10) days of receipt of the decision at Step 1 or the last day on which the reply was due, the grievance may be referred, in writing to the Board of Directors of Cumberland County Transition House Association. The Board shall render a decision within fifteen (15) days of receiving the Union submission.

Step 3

Failing a satisfactory resolution of the grievance at Step 2, within thirty (30) days of receiving the written decision at Step 2 or the time limit for receipt of the decision at Step 2 in the event the Employer fails to issue a written reply, the matter may be referred to arbitration.

12.07 Abandonment

Requests for extension must be in writing and mutually agreed to by the parties. If the grievor or the Union fails to process a grievance to the next step in the grievance procedure within the time limits specified, the grievance shall be deemed to have been abandoned unless there is a valid reason for the delay which is made known as soon as reasonably possible.

12.08 Deviation from Grievance Procedure

After a grievance has been initiated by the Union, the Employer's representative shall not enter

into discussion or negotiation with respect to the grievance, either directly or indirectly, with the aggrieved Employee without the consent of the Union.

12.09 Replies in Writing

Replies to grievance(s) stating reasons and including all decisions shall be in writing at all stages.

12.10 Mutually Agreed Changes

Any mutually agreed written changes to this Collective Agreement shall form part of this Collective Agreement and are subject to the grievance and arbitration procedure.

ARTICLE 13 – ARBITRATION

13.01 Single Arbitrator

The parties may, by mutual agreement, select a single arbitrator to resolve any dispute. Where the Parties are agreed the matter should be referred to a single arbitrator, they shall share the fees of the arbitrator equally and if:

- (i) they are able to agree upon the arbitrator, then the arbitrator shall be properly appointed;
- (ii) they are unable to agree upon the arbitrator, then the Minister of Labour shall appoint a sole arbitrator upon the request of either party.

13.02 Where Matter does not Proceed by Single Arbitrator

When either party requests that a grievance be submitted to arbitration, the request shall be made by registered mail addressed to the other party of the agreement, indicating the name of its nominee on an arbitration board. Within ten (10) days thereafter, the other party shall answer by registered mail, indicating the name and address of its appointee to the arbitration board. The appointees shall select an impartial chairperson.

13.03 Failure to Appoint

If the party receiving the notice fails to appoint a nominee, or if the two nominees fail to agree upon a chairperson within seven (7) days of their appointment, the appointment shall be made by the Minister of Labour upon request of either party.

13.04 Board Procedure

- (a) In resolving disputes, an arbitration board shall have regard to the real substance of the matters in dispute and the respective merits of the positions of the parties and shall apply principles consistent with the *Trade Union Act* and not be bound by a strict

legal interpretation of the issue in dispute.

- (b) The arbitration board shall have the power to receive and accept evidence and information on oath, affidavit, or otherwise as in its discretion it considers proper, whether or not the evidence is admissible in a court of law.
- (c) A grievance or arbitration shall not be deemed invalid by reason of a defect in form, a technical irregularity, or an error in procedure if it results in a denial of natural justice. An arbitration may relieve against those defects, irregularities or errors or procedure on just and reasonable terms.

13.05 Decision of the Arbitration Board

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board. The decision of the Board of Arbitration shall be final, binding and enforceable on all parties, and may not be changed. The Board of Arbitration shall not have the power to change this agreement or to alter, modify or amend any of its provisions or make any decision contrary to the provisions of this Agreement. However, the Board shall have the power to amend a grievance, modify penalties or dispose of a grievance by any arrangements which it deems just and equitable.

13.06 Disagreement of Decision

Should the parties disagree as to the meaning of the Board's or arbitrator's decision, either party may apply to the Chairperson of the Board of Arbitration to reconvene the Board to clarify the decision.

13.07 Expenses of the Board

Each party shall pay:

- (i) The fees and expenses of the nominee it appoints;
- (ii) One-half (1/2) of the fees and expenses of the Chairperson.

13.08 Alternate Dispute Resolution

The parties agree that alternate dispute resolution can be used to address grievances arising from the administration of the Collective Agreement. Mutual agreement is required for a referral for mediation, expedited arbitration, binding mediation or other alternate dispute resolution process. The costs of this process will be shared equally between the Employer and the Union. Proceeding through alternate dispute resolution does not preclude the parties from proceeding to arbitration unless the dispute has been resolved.

13.09 "Day" Defined

For the purpose of this Article, "day" means any day that is not Saturday, Sunday or one of those holidays described in Article 20 of this Agreement.

ARTICLE 14 - DISCHARGE, SUSPENSION AND DISCIPLINE

14.01 Discipline Procedure

An Employee who has successfully completed the probationary period may be disciplined or discharged for just cause. In the event the Employer initiates a disciplinary action against an Employee, such Employee shall be notified in writing of the action and/or penalty with a copy sent (with the Employee's consent) to the Shop Steward, President and Secretary of CUPE Local 4326. Such discipline shall be given at a face-to-face meeting with the affected Employee, along with Union representation, if the Employee so desires.

14.02 Just Cause

The Employer shall be deemed to have just cause to discharge an Employee on the following instances of Employee conduct:

- (a) proven falsification, misrepresentation or any other form of dishonesty as to the Employee's credentials or any other part of an application for employment with the Employer or of any reporting required by the Employer with respect to client care;
- (b) proven theft of property from a client, co-worker, or the Employer;
- (c) proven resident or client abuse;
- (d) proven breach of confidentiality regarding employees, clients, client's family members or family circumstances, or the Employer;
- (e) intoxication, or being under the influence of drugs or in possession of illegal drugs on duty;
- (f) proven insubordination;
- (g) conviction of a criminal offence which affects or calls into question the Employee's ability to perform their duties in the context of the workplace or which will affect the reputation of the Employer to the extent that it will impair the Employer's ability to efficiently operate the business of the workplace.

14.03 Addictions

The Employer has cause for dismissal for proven intoxication or substance abuse. However, at its sole discretion, the Employer may elect prior to termination, where an Employee is under the influence of alcohol or a controlled substance while at work, to send the Employee for an assessment

for an addiction by a recognized expert and may require the Employee to provide evidence that they have followed any treatment or rehabilitation program proposed. Should the Employee refuse to take an assessment or, if prescribed, a treatment or rehabilitation program, the Employer may discipline or discharge the Employee.

14.04 No Limitation On Cause

Specifying the instances of conduct above does not preclude the Employer from disciplining or discharging an Employee in other cases where just cause exists.

14.05 Union Representation

An Employee shall have the right to have a Union representative present at any time when the Employer or its representative is meeting with them for the purpose of discipline, including dismissal, and the Employer or its representative shall inform the Employee of this right and if the Employee exercises this right, give them reasonable time, to arrange for the Union representative to be present.

14.06 Suspension of Discharge Grievance

Where an Employee alleges that they have been suspended without pay or discharged contrary to Article 14.01, they may lodge a grievance at the second stage of the grievance procedure.

14.07 Good Faith Reporting

The Employer agrees that it will not discipline an Employee who in good faith reports what they believe to be abuse of a client.

14.08 Access to Personnel File

An Employee shall, with reasonable notice, have the right at any time to have access to and review their personnel file and shall have the right to respond in writing to any document contained therein. Such reply shall become part of the permanent record. Personnel files shall be stored in a secure area.

14.09 Employee's File

Records of any discipline shall be removed from an Employee's file, if within the subsequent twenty-four (24) months of work, there have been no further incidents of the same or similar nature.

14.10 Crossing of Picket Lines during Strike

The parties believe they are bound by the *Essential Health and Community Services Act (EHCSA)* and in the event of conflict between this article and the *Act*, the *Act* will prevail. Employees in breach of *EHCSA* may be subject to discipline. An Employee covered by this Agreement shall have the right to refuse to cross a picket line or refuse to do the work of striking or locked out

Employees; or refuse to handle goods from an Employer where a strike or lockout is in effect. Provided there is no threat to client safety, failure to cross such a picket line or to perform the work of striking or locked out Employees or to handle goods from an Employer where a strike or lockout is in effect by a member of this Union shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action, other than loss of wages for the period involved. (Amended, October 20 14)

14.11 Right to Have Steward Present

An Employee shall have the right to have their Steward present at any discussion with supervisory personnel which the Employee believes might be the basis of disciplinary action. Where a supervisor intends to interview an Employee for disciplinary purposes, the supervisor shall so notify the Employee in advance of the purpose of the interview in order that the Employee may contact their Steward to be present at the interview.

A Steward or Local Union Officer shall have the right to consult with a CUPE staff Representative and to have them present at any discussion with supervisory personnel which might be the basis of disciplinary action.

14.12 Adverse Reports

The Employer shall notify an Employee in writing of any expression of dissatisfaction concerning their work within fifteen (15) working days of the Employer's knowledge of the complaint, with copies to the Union. This notice shall include particulars of the work performance which led to such dissatisfaction. If this procedure is not followed, such expression of dissatisfaction shall not become part of their record for use against them in regard to discharge, discipline or other related matters. This Article shall be applicable to any complaint or accusation which may be detrimental to an Employee's advancement or standing with the Employer, whether or not it relates to their work.

Failure to grieve previous discipline or to pursue such a grievance to arbitration shall not be considered an admission that such discipline was justified.

When a formal assessment of an Employee's performance is made the Employee must sign a confirmation form confirming the assessment has been read and acknowledged. Signing of the assessment does not infer agreement with its contents, only that it has been read and acknowledged. An Employee may provide the Employer with a written response to their appraisal.

ARTICLE 15 - SENIORITY

15.01 Seniority Defined

- (a) Seniority for Permanent Full-time Employees is defined as the length of service in the Bargaining Unit and shall include full-time service with the Employer prior to the

certification or recognition of the Union. Seniority for Permanent Full-time Employees shall commence and be listed as the date of hire as a Permanent Full-time Employee, unless at the time of entry into the Permanent Full-time position, the employee has twenty-four (24) months or more in cumulative Term appointments of six (6) weeks or more, without a break of twenty-four (24) months or more in between each appointment. Should this occur, the seniority date will be the date of hire, less twenty-four (24) months or more of the cumulative term appointments of six (6) weeks or more. For clarification, all permanent Employees shall earn seniority on a year-to-year basis.

- (b) Seniority shall operate on a Bargaining-Unit-wide basis and shall apply as outlined in the relevant articles of this Collective Agreement.
- (c) Term employees only accumulate seniority for the purpose of Article 16.01 and 16.03 as long as there is no break of more than twenty-four (24) months in between appointments.
- (d) Where two or more Employees commenced employment on the same day, preference shall be in accordance with the date of application. If the date of application is the same, then it will be on the date of the first shift worked.
- (e) An Employee shall not lose seniority if they are absent from work because of sickness, accident, layoff, or leave approved by the Employer.

15.02 Seniority List

The Employer shall maintain a seniority list showing the current classification and the date upon which each Employee's seniority commenced. Where two or more Employees commence work on the same day, preference shall be in accordance with the date of application. An up to date seniority list shall be sent to the Union via the workplace email and posted on all bulletin boards in the workplace in April of each year.

15.03 Probationary Period

A newly hired employee shall be on probation only for the first six (6) months worked. After completion of the probationary period or extension thereof with the consent of the Union, seniority shall be effective from the original date of hire in the Bargaining Unit. The Employer reserves the right to terminate employment at any time during the probationary period for any reason made in good faith and that is non-discriminatory. The Employer shall provide notice of termination in writing.

15.04 Loss of Seniority

An Employee shall not lose seniority if they are absent from work because of sickness, accident, layoff, or leave approved by the Employer. An Employee shall only lose their seniority in the event:

- (a) they are discharged for just cause and is not reinstated;

- (b) they resign in writing and do not withdraw within two (2) days;
- (c) they fail to return to work within seven (7) days following layoff and after being notified by registered mail to do so unless through sickness (confirmed by physician) or other just cause;
- (d) they are laid off for a period longer than two (2) calendar years.

ARTICLE 16 - PROMOTIONS AND STAFF CHANGES

16.01 Job Postings

When a new position is created, or when a vacancy of six (6) weeks or more of a temporary or permanent nature occurs in the Bargaining Unit, the Employer shall immediately send to the Union via workplace email and shall post notice of the position on all bulletin boards in the workplace for a minimum of one (1) week, so that all members will know about the vacancy or new position. Positions may also be advertised. Vacancies arising from normal retirement shall be posted sixty (60) days prior to the Employee's notified retirement date, with notification to the Union. The Employer may concurrently post internally and advertise externally but will not assess external applicants until all current Employees possessing the required qualifications have been processed.

16.02 Information in Postings

Such notice shall contain the following information: nature of position, qualifications, required knowledge, education, and skills. The posting shall indicate if the position is Relief, Term, Contract, Grant or Full time, wage, salary rate or range.

16.03 Role of Seniority in Promotions, Transfers and Staff Changes

Both parties recognize:

- (a) the principle of promotion within the service of the Employer;
- (b) that job opportunity should increase in proportion to length of service.

In the event one (1) or more eligible Bargaining Unit Employees possess the required qualifications for a position, and apply for a vacancy under this Article, preference will be given to the most senior applicant. In the event there are no Bargaining Unit Employees with seniority and the required qualifications who apply, the Employer may select someone outside the Bargaining Unit using whatever criteria it deems appropriate and Article 15.03 shall apply (probation).

16.04 Trial Period

The successful applicant shall be given a trial period of three (3) months, during which time they

will receive the necessary training for the position. The Employer shall not curtail the trial period without just cause, before it has run its full course. Conditional on satisfactory service as defined by management, the Employee shall be declared permanent after the period of three (3) months. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the Employee is unable or unwilling to continue to perform the duties of the new job, they shall be returned to their former position, wage or salary rate, without loss of seniority. Any other Employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position, wage or salary rate, without loss of seniority.

16.05 Employee Training and Development

For the purpose of this section, "Employee" refers to all Bargaining Unit Employees of Autumn House who have expressed an interest in taking Employee training and development.

The Employer agrees to make every effort to encourage and support Employee training and development.

Employee training and development includes on-the-job training, courses, conferences, in-service seminars and workshops. Training and development may also include visiting other transition houses in Nova Scotia. It may also apply to situations where an Employee may be required to represent the Association. For the purpose of this Article, no Employees shall be required to participate in out of town travel without their mutual agreement.

The Employer shall allocate in the budget each year a training allowance of \$2,500.00 to be used for Employee training and development. In the event there is a budget surplus of \$2,500 or more at the end of the fiscal year March 31, this surplus to a maximum of \$2,500 will be added to allocated training budget for the new fiscal year such that the total budget for the year following a surplus would be up to \$5,000.

The training allowance shall not be used to pay for the renewal of certificates required by the Employer.

Any unused monies of the training allowance will be added to the next years \$2500 budget.

Employees shall submit all requests for training or development in writing to the Executive Director. Approval of such request shall be on an equitable basis.

Where an Employee attends training or development during non-working hours, the Employee shall take time off in lieu at a time mutually agreed upon between the Employee and the Executive Director.

Compensation for Employee requested training or development shall be on a 1:1 basis and will not give rise to overtime.

ARTICLE 17 - LAYOFFS AND RECALLS

17.01 Role of Seniority in Layoffs

Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a layoff, Employees shall be laid off in the reverse order of the Bargaining Unit-wide seniority. An Employee about to be laid off may bump any Employee with less seniority, providing the Employee exercising the right is qualified, as per the job description, to perform the work of the Employee with less seniority.

In the event of a layoff and subject to operational requirements, the staff shall be polled to determine if anyone is willing to accept voluntary layoff. If there are more Employees willing to accept voluntary layoff than are needed, seniority shall be the governing factor in that priority shall be given to the most senior Employee(s) provided that the remaining jobs continue to be filled by Employees who are willing and qualified to do the work.

17.02 Recall Procedure

Employees shall be recalled in the order of their seniority.

17.03 No New Employees

New Employees shall not be hired until those laid off within the last two (2) years have been given an opportunity of recall.

17.04 Advance Notice of Layoff

Unless legislation is more favourable to the Employees, the Employer shall notify Permanent Employees who are to be laid off thirty (30) calendar days prior to the effective date of layoff. If the Employee has not had the opportunity to work the days as provided in this article, they shall be paid for the days for which work was not made available.

17.05 Grievance on Layoffs and Recalls

Grievances concerning layoffs and recalls shall be initiated at Step 2 of the Grievance Procedure.

ARTICLE 18 - HOURS OF WORK

18.01 Normal Hours of Work

Normal hours of work for full-time Employees shall be one hundred sixty (160) hours in a four (4) week period. Such work hours to be flexible with the understanding that the core hours established by the Employer for servicing clients and operational needs must take priority. Hours of work shall be mutually agreed upon between the Union and the Executive Director.

Any Employee wanting to establish a flexible hours schedule must submit a request to the Employer in writing and receive approval. The Employer or Employee may cancel an alternate work schedule on reasonable grounds by giving at least three (3) weeks' notice.

18.02 Working Schedule

In the event that no Relief Employees are available, the person on duty will offer the shift to regular staff on seniority basis. The Employer reserves the right to call in regular Employees on the basis of least seniority.

Further the Employer acknowledges and agrees that it shall post the schedule one week before the end of the month and shall periodically post during the month as soon as reasonably practical any changes to said schedule that should arise.

18.03 Replacement Staff

The overall responsibility for scheduling rests with the Executive Director. When replacement staff are required, the person on duty will call Relief Employees as per the roster.

No Employee shall be required to work more than fourteen (14) consecutive hours. In the event that no Relief Employees are available, the Employer reserves the right to call in regular Permanent Full-time Employees. The parties agree that the Employer will develop a policy establishing call-in and notice requirements for employees who cannot attend work due to illness.

ARTICLE 19 - OVERTIME

19.01 Overtime Defined

Overtime rates means all time worked over and above the Employee's normal scheduled hours, with the exception of those extra shifts which an Employee requests to work, the hours required under Article 18.02 or when two Employees agree to exchange shifts. Overtime rates will apply to all overtime worked.

All overtime requests must be made and authorized in advance by the Executive Director. In circumstances where the Executive Director is not available a written explanation must be given to the Executive Director setting out the reasons for overtime. The Employer reserves the right to not approve overtime if a sufficient reason for the overtime is not provided by the Employee. Such approval shall not be unreasonably withheld.

19.02 Compensation for Overtime

All overtime is to be compensated at the rate of one point five (1.5) times the normal rate. All overtime shall be taken as time off in lieu. Such time shall be taken at a time as mutually agreed between the Employee and the Employer provided that relief is available. In the event that the parties are unable to agree upon an acceptable date for time off, at the request of the Employee, the time shall be paid out.

19.03 No Layoff to Compensate for Overtime

Employees shall not be subject to layoff during regular hours to equalize any overtime worked except by mutual agreement between the Union and the Employer.

19.04 Call-Back Pay Guarantee

An Employee who is called into work outside their regular working hours shall receive a minimum of three (3) hours off or time and one half (1 1/2) off for hours worked, whichever is greater. An Employee can only be called back to work in an emergency or during any time when the Employee at the workplace feels their safety is threatened.

19.05 On-Call

On-call personnel shall be entitled to receive an eight (8) hour period off with pay once during every four (4) week period in recognition of being on-call. If the Employee is called in to work, they shall receive in addition to the eight (8) hour period off, the call back guaranteed as specified in Article 19.04. On call personnel shall stay within forty-five (45) minutes of the workplace while on call. If an employee who is outside of the regularly scheduled on-call is asked to be on-call, the employee will receive three (3) hours off with pay for every ten (10) hours of on-call duty and four (4) hours off with pay for every twelve (12) hours of on-call duty.

ARTICLE 20 - PAID HOLIDAYS

20.01 Paid Holidays

The Union and the Employer recognize the following as paid holidays:

New Year's Day	Civic Holiday
Nova Scotia Heritage Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

Any paid holiday proclaimed by the Federal or Provincial Government will be honoured by the Employer.

Scheduling will be done to minimize the need for regular staff to work paid holidays. There will be no double-staffing on paid holidays.

If there is a need for regular staff to work a paid holiday, it will be offered on the basis of Seniority.

20.02 Compensation for Paid Holidays Falling on Scheduled Day Off

When any of the above-noted paid holidays fall on an Employee's scheduled day off, the Employee

shall receive another day off with pay at a time mutually agreed upon between the Employee and the Executive Director.

20.03 Compensation for Holidays Falling on Saturday

When any of the above-noted paid holidays fall on a Saturday and is not proclaimed as being observed on some other day, the following Monday shall be deemed to be the holiday for the purpose of this Agreement.

20.04 Compensation for Holidays Falling on Sunday

When any of the above-noted paid holidays fall on a Sunday, and is not proclaimed, as being observed on some other day, the following Monday (or Tuesday where the preceding clause already applies to Monday) shall be deemed to be the holiday for the purpose of this Agreement.

20.05 Schedule – Christmas Day and New Year’s Day

The Employer shall schedule the days off for Christmas and New Year's Day in such a way that these days will be equitably divided among the Employees, with the senior Employees having the first choice at either New Year's Day or Christmas Day on an alternating basis. Permanent Full-time Employees scheduled to work on a paid Holiday shall receive regular pay plus one and one-half (1.5) hours off work with pay for every hour worked on the holiday.

The existing practice of Employees being permitted to go home early on Christmas Eve shall continue during the life of this Collective Agreement. For greater clarity, when there are no residents in the workplace, Employees have the choice to either stay at work or are permitted to leave at 6:00 p.m. and place the phone on call forwarding without loss of pay. Unless residents are admitted to the workplace, this practice of call forwarding shall continue until the start of night shift on December 26th. Employees who normally work night shift shall not be compelled to work two (2) consecutive New Year’s Eve night shifts in a row.

The existing practice of Employees receiving eight (8) hours off bonus time during the Christmas season shall be taken at the discretion of the Executive Director based on operational requirements and shall not incur overtime costs.

20.06 Accrual of Holidays

Employees shall be allowed to accrue holidays and take them at a time agreed upon by the Employer and the Employee within a three (3) month period. Employees on a leave of absence are not entitled to accrue holidays that occur during their leave of absence.

20.07 Compensation for Working on a Holiday

Employees scheduled to work on a paid holiday shall receive their regular pay plus one and a half (1 1/2) hours off with pay for every hour worked on the holiday.

ARTICLE 21 - VACATIONS

21.01 Calendar Year and Commencement

The Vacation Year is the fiscal year of April 1st to March 31st.

21.02 Length of Vacations

An Employee shall receive annual vacation with pay in accordance with the Employee's years of employment as follows:

- (a) All Employees in the Bargaining Unit with less than five (5) years of Service shall be entitled to three (3) weeks' vacation, one hundred and twenty (120) hours.
- (b) All Employees in the Bargaining Unit, after having completed five (5) years of Service, shall be entitled to four (4) weeks' vacation, one hundred and sixty (160) hours.
- (c) All Employees in the Bargaining Unit, after having completed thirteen (13) years of Service, shall be entitled to five (5) weeks' vacation, two hundred (200) hours
- (d) All Employees in the Bargaining Unit, after having completed twenty (20) years of Service, shall be entitled to one (1) additional Day of vacation for each additional year of Service to a maximum of five (5) additional days (40 hours) or six (6) weeks' vacation.

21.03 Compensation for Holidays Falling Within Vacation Schedule

If a paid holiday falls or is observed during an Employee's vacation period, they shall be allowed an additional day with pay at a time mutually agreed between the Employee and the Employer.

21.04 Vacation Pay on Termination or Retirement

An Employee terminating employment or retiring at any time in the vacation year, prior to using their vacation, shall be entitled to a proportionate payment of salary or wages in lieu of such vacation prior to termination or retirement. Any unearned vacation taken shall be deducted from the Employee's final cheque.

21.05 Preference in Vacation

All requests for vacation that are submitted to the Executive Director by May 1 of each year shall be on the basis of seniority. Requests for vacation shall be submitted in writing by May 1 of each year. Any other vacation requests not submitted by May 1 of each year shall be decided on a first-come-first-serve basis. Unless otherwise mutually agreed, requests for one (1) or two (2) days of vacation may be submitted to the Executive Director with at least two (2) days' notice. Approval is subject to operational requirements and shall not be unreasonably withheld.

All vacation requests shall be in writing clearly indicating that the days requested off are to

be vacation days.

All vacation to be granted in order of seniority and a schedule to be completed by May 21st of each year. If more than two people apply for the same vacation time, seniority should govern and then the next senior person should get to pick the next vacation time they may want.

For the purpose of accommodating the greatest number of requests for summer vacation, and subject to the above, during the period June 1 to September 1, a maximum of three consecutive weeks of vacation will be approved per request. Where there are extenuating circumstances and replacements can be provided additional requests will be evaluated on an individual basis.

21.06 Unbroken Vacation Period

Once approved, an Employee shall receive an unbroken period of vacation, unless mutually agreed upon between the Employee and Employer.

21.07 Approved Leave of Absence During Vacation

Where an Employee qualifies for sick leave, bereavement or any other approved leave during their period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date, at the Employee's option. A written request for such leave shall be submitted as soon as possible to the Executive Director with supporting documentation as required.

21.08 Overtime Vacation Rate

No Employee shall be required to work during their scheduled vacation period. However, should an Employee agree to work when requested during their scheduled vacation, they shall be compensated by being paid two and one-half (2 1/2) hours off as time off in lieu for every hour worked during the vacation period. Employees on vacation shall only be called after all other employees have been called.

21.09 Banking Vacation Credits

An Employee shall be entitled to bank up to a maximum of forty (40) hours annual vacation. The banked vacation shall be taken within the following vacation year at the rate of pay prevailing when the vacation is taken. Once every three (3) years, an employee may bank an extra week of vacation with the approval of the Executive Director.

ARTICLE 22 - SICK LEAVE PROVISIONS

22.01 Sick Leave Provisions

- (a) Sick leave means the period of time an Employee is absent from work with full pay by virtue of being sick or disabled, exposed to a contagious disease, or under examination

or treatment of a physician, nurse practitioner, mental health practitioner, chiropractor, physiotherapist, dentist, or any other recognized health practitioner, or because of an accident for which compensation is not payable under the *Workers' Compensation Act*.

- (b) The Employer may request a medical certificate for any period of sickness if it is reasonable under the circumstances to do so.
- (c) Employees will make all reasonable efforts to book medical appointments during their off-duty hours. If this is not possible, Employees will inform the Employer of the time and date of their appointment as soon as that information is known to them.
- (d) Excessive sick leave may result in the Employer taking corrective action.

22.02 Amount of Paid Sick Leave

Sick leave shall be earned at the rate of twelve (12) hours for every month an Employee is employed, pro-rated for part-time Employees.

22.03 Accumulation of Sick Leave

The unused portion of an Employee's sick leave shall accrue for their future benefit and be banked to a maximum of three hundred and sixty (360) hours.

22.04 Illness in the Family

Where no one at home, other than the Employee, can provide for the needs during illness of an immediate member of their family, an Employee shall be entitled, after notifying their Executive Director, to use a maximum of seven (7) accumulated sick leave days per year to care for the member of the family who is ill.

For the purpose of this Article, immediate family member includes the spouse of the employee, a child or ward of the employee or their spouse, a parent of the employee or the spouse of the parent, a grandchild of the employee or their spouse, a grandparent of the employee or the spouse of the grandparent.

22.05 Deductions from Sick Leave

A deduction shall be made from accumulated sick leave for all normal working hours (exclusive of holidays) absent for sick leave. An individual will lose one hour of sick time for each day they are unable to fulfill on call duty due to sickness if the employee covering their on-call is compensated with overtime.

22.06 Sick Leave Records

Sick leave records shall be kept and individually filed in an Employee's personnel file. The Employer shall advise each Employee of the amount of sick leave accrued to their credit after

the close of each fiscal year.

22.07 Reporting Absence

In any case of absence due to sickness the Employee will report by phone to the office at least one (1) hour before the start of a day shift and at least four (4) hours before the start of an evening shift or night shift or as soon as reasonably possible.

22.08 Independent Medical Examinations

The Employer may require an Employee to submit to an independent medical examination by a qualified health practitioner for assessing fitness to return to work, accommodation. In the event an Employer requires an Employee to attend an independent medical examination, the Employer will be responsible for the costs of the examination and any reports issued. The Employee will receive at no cost a copy of all reports.

If the Employee is found to be medically unfit to carry out the functions of the position they occupy, then:

- (a) the Employee and a representative of the Union and the Employer will meet to discuss alternate or rehabilitative employment, or other accommodation measures in accordance with Article 5.03;
- (b) if other suitable employment or accommodation measures with the Employer are not available, the Employee will be placed on sick leave until sick leave credits are exhausted, or the employee is able to return to work, whichever occurs first;
- (c) if the Employee is unable to return to work or be accommodated by the date sick leave credits are exhausted, the employee can request to be placed on disability leave without pay for a maximum of twenty-four (24) months. Where medical opinion advises that the Employee will be able to return to work within the next twenty-four (24) months, then the disability leave shall be extended until the Employee returns or the twenty-four (24) months has elapsed, whichever is less; or
- (d) if the Employee is unable to be accommodated at the end of the disability leave, the Employee will be subject to the layoff and recall provisions of Article 17.

22.09 Documentation

An Employee may be required to submit a certificate or other supporting documentation from a qualified health practitioner when:

- (a) the sick leave exceeds three (3) consecutive working days or shifts;
- (b) in the preceding twelve (12) month period, the Employee used 65% or more of their earned sick leave for those twelve (12) months; or

(c) in cases of an established pattern of sickness.

ARTICLE 23 -LEAVE OF ABSENCE

23.01 Leave of Absence for Union Functions

Upon request to the Employer, an Employee elected or appointed to represent the Union at conventions shall be allowed leave of absence without pay and benefits. Leave of absence without pay and benefits shall be allowed for an Employee to attend Executive and Committee meetings of CUPE, its affiliated or chartered bodies, and any labour organizations with which the Union is affiliated.

23.02 Pay During Leave of Absence for Union Work or Convention

An Employee shall receive the pay and benefits provided for in this Agreement when on unpaid leave of absence for Union work or conventions. However, the Union shall reimburse the Employer for all pay during the period of absence.

23.03 Leave of Absence for the Full-Time President or National Representative for the Union

A leave of absence for the full-time President or a term position as a National Representative of the Union shall be granted to a person seeking to become President or a term position as a National Representative of the Union in accordance with the following:

- (a) An Employee who declares their intention to offer for the position of President or term position as a National Representative of the Union shall notify the Employer as soon as possible after declaring their intention.
- (b) An Employee elected or appointed as President or a term position as a National Representative of the Union shall be given a leave of absence without pay for the term the Employee is to serve up to a maximum of three (3) years.
- (c) All benefits of the Employee shall continue in effect while the Employee is serving as President or as a term position as a National Representative.
- (d) The gross salary of the President or a term position as a National Representative shall be determined by the Union and paid to the President or a term position as a National Representative by the Employer, and the amount of gross salary shall be reimbursed to the Employer by the Union.
- (e) Upon expiration of their term of office, the Employee shall be reinstated at a salary level and position commensurate with the position previously held.
- (f) The Employee does not accrue vacation, sick leave, or holiday benefits during their term

of office.

- (g) The Union shall reimburse to the Employer the Employer's share of contributions for EI premiums, Canada Pension Plan, Dental, Group Health and Medical Plan and Critical Illness Benefits and Life Insurance Plan made on behalf of the Employee during the period of leave of absence.

23.04 Paid Bereavement Leave

Bereavement Leave will be taken at the time of the passing of a loved one. An Employee shall be granted leave without loss of pay and benefits in case of death of:

- (a) parent, spouse (including common-law and same sex), finance, child, child of common-law spouse, and former guardian, five (5) working days.
- (b) brother, sister, mother/father-in-law, brother/sister-in-law, son/daughter-in-law, grandparent, grandchild, grandchild of spouse, and ward, three (3) working days.
- (c) aunt, uncle, niece, nephew, or co-worker one (1) working day.
- (d) An additional day of leave will be granted if the employee must travel further than three hundred and fifty (350) kilometres to attend the funeral for any of the persons listed in 23.04 (a), (b) and (c).
- (e) Employees shall be permitted to carry forward a maximum of one (1) bereavement leave day for the purposes of attending an interment.

23.05 Inclement Weather

An Employee shall make every reasonable effort to attend at the workplace during periods of inclement weather. However, if an Employee is unable to get to work due to road closures or because local police authorities have recommended that motorists stay off the roads, they shall not suffer a loss of pay for the time missed for up to two (2) days per winter period. To qualify for pay, the Employee must notify the Executive Director in writing setting out the reasons why they were unable to get to work. If the road is opened or the police travel advisory is lifted prior to the end of the shift, the Employee shall attend at the workplace for the duration of the shift, if not replaced.

After consultation with the Executive Director the scheduled hours may be adjusted to enable the Employee to work as many hours as reasonable of the shift on that day.

If more than two (2) days are missed due to inclement weather, the time lost may be charged to the Employee's vacation or accumulated overtime or is otherwise deemed to be leave without pay. No discrimination will be practiced regarding personal circumstances.

23.06 Protection During Maternity, Parental and Adoption Leave

Maternity Parental and Adoption leave shall be considered as a right. Accordingly, no Employee shall be laid off or otherwise adversely affected in their employment because of pregnancy or becoming a parent.

The Employer shall not deny a pregnant Employee the right to continue employment during the period of pregnancy. Where working conditions may be hazardous to an unborn child or to the pregnant Employee, the Employee shall be entitled to transfer to another position, provided they are capable of performing the work, and are otherwise entitled thereto by virtue of seniority.

23.07 Length of Maternity, Parental and Adoption Leave

Length of leave to be consistent with length of leave permitted under the Nova Scotia *Labour Standards Code*.

23.08 Status During Maternity, Parental and Adoption Leave

Maternity, Parental, and Adoption leave will be without pay but without loss of seniority. Benefits will not be provided unless the Employee agreed to pay fifty percent (50%) of the premiums for life insurance and Group medical and dental during the absence.

23.09 Procedure Upon Return from Maternity, Parental or Adoption Leave

When an Employee decides to return to work after maternity parental or adoption leave, they shall provide the Employer with at least four (4) weeks' written notice. On return from maternity parental or adoption leave, the Employee shall be placed in their former position. If the former position no longer exists, they shall be placed in a position of equal rank and value at the same rate of pay.

23.10 Time Off for Elections

When scheduled hours of work doesn't permit four (4) consecutive hours off for voting, Employees shall be allowed four (4) consecutive hours off with pay before the closing of the polls in any federal, provincial or municipal election or referendum.

23.11 Paid Jury or Court Witness Duty Leave

The Employer shall grant leave of absence without loss of seniority benefits to an Employee who serves as a juror or witness in any Court or who is required by subpoena to attend a court of law or coroner's inquest. The Employer shall pay such an Employee the difference between normal earnings and the payment received for jury service or court witness, excluding payment for travelling, meals, or other expenses. The Employee will present proof of service and the amount received. Time spent by an Employee required to appear before any government body or who is subpoenaed to attend a coroner's inquest or is required to serve as a court witness in any matter arising out of their employment shall be considered as time worked at the appropriate

rate of pay.

23.12 Rescheduling Work Hours for Employees Taking Part-Time Courses

The Employer will attempt to assist Employees taking work related part-time courses insofar as rescheduling of work hours is concerned.

23.13 General Leave

The Employer may grant a leave of absence without pay for up to one year and with a minimum notice of one month without loss of seniority to an Employee when the Employee requests such leave for good and sufficient cause. The Employee shall make the request in writing and addressed to the Employer, with a copy to the Union. Such approval shall be based on operational and funding requirements. Employees granted this leave of absence must notify the Employer in writing at least one month in advance of their return date if they do not intend to resume active employment.

23.14 Earned Vacation and Sick Leave on Termination

When the employment of an Employee who has been granted more vacation or sick leave with pay than they have earned is terminated by layoff, they are considered to have earned the amount of leave with pay granted to them.

23.15 Education Leave and Examinations

An Employee shall be entitled to leave of absence with pay and without loss of seniority and benefits to write examinations, if required by the Employer, to upgrade their employment qualifications.

23.16 No Benefits on Leave

While on an approved leave of absence without pay of more than two (2) weeks duration (including maternity, adoption, education, and general leave), there is no accumulation of any benefits under the Agreement such as vacation, sick leave, holidays etc.

23.17 No Accumulation of Years of Service on General Leaves of Absences

Unless expressly stated otherwise, when an Employee has been granted a general leave of absence without pay, their years of serviced are retained but not accumulated.

ARTICLE 24- PAYMENT OF WAGES AND ALLOWANCES

24.01 Pay Day

The Employer shall pay salaries and wages bi-weekly on every other Thursday. On pay day, the Employer will provide Employees with the electronic payroll deposit information which will indicate the amount of pay and the amount of each deduction.

Employees may request balances of accrued banks from the Executive Director when needed. Such balances shall be provided via email.

The Employer may not make deductions from wages or salaries unless authorized by this Agreement, statute, Court Order, arbitration order, or for recovery of overpayment for work not performed, or by agreement.

24.02 Pay on Temporary Transfer, Higher-Rated Job

Upon the request of the Employer, when an Employee temporarily relieves in or performs the principal duties of a higher-paying position for one (1) day, they shall receive the rate for that position at the same increment level as the Employee's current rate plus any increment increases which come due during the temporary assignment.

24.03 Pay on Transfer, Lower-Rated Job

When an Employee is assigned in accordance with the terms of this Collective Agreement to a position paying a lower rate, their rate shall not be reduced unless they refuse to return to the higher rated position if it becomes available, or if they request a demotion for personal or professional reasons.

24.04 Travel Allowance

Travel rates to an Employee using their own automobile shall be 0.4423 dollars (\$.4423) per kilometre. This rate will be reviewed yearly by the Personnel and Policy Committee who will take into account the rate paid by the funder to its funded agencies. Receipts for all travel expenses (i.e. tolls) shall be submitted with expense claims.

24.05 Meals and Accommodation

The Employer shall continue its practice of providing coffee and tea during rest periods. For out-of-town trips, the Employer shall provide reimbursement for meals using either per diems or actual costs by submitting original receipts. Only one method may be used per claim. When meals are included in the cost of conference fees, no claim for meals should be made.

Per diem amounts are limited to daily maximums as follows:

Breakfast	\$10.00
Lunch	\$15.00
Dinner	\$20.00

Receipts are not required for meal allowance per diems. For reimbursements based on receipts, meal reimbursements, amounts claimed must be reasonable. No alcohol will be reimbursed, and employees must provide itemized receipts with their claim for reimbursement.

24.06 Legal Fees

The Employer shall pay all legal and court costs as well as judgment costs, if any, for any action or other proceeding initiated against an Employee or statutory officer by virtue of the performance or non-performance of their employment duties, unless it is the result of the Employee's negligence.

The Employer shall determine if the Employee can be represented by the Employer's legal counsel. If the Employer determines it is necessary for the Employee to retain independent legal counsel, any fee arrangement between the Employee and that lawyer must be approved in advance by the Employer.

24.07 Acting Pay

- (a) When the Executive Director is on a period of leave or accumulated time consisting of ten (10) or less consecutive working days, they may designate an Employee to replace them as Acting Executive Director. If the Executive Director does not designate an Employee to replace them as Acting Director, should a situation arise that would normally require their attention and it is one that cannot wait until their return, Employees on duty shall use their judgement to deal with the situation. This may include contacting the Executive Director, but only in exceptional circumstances. Employees shall not be disciplined for exercising their independent judgment in the application of this article.
- (b) When the Executive Director is on a period of leave or accumulated time consisting of more than ten (10) consecutive working days, an Employee shall be appointed Acting Executive Director.
- (c) With the agreement of the senior Employee, the senior Employee shall be designated or appointed, provided they have the necessary qualifications. Should that Employee not be available, the next most senior Employee shall be so designated or appointed. Qualifications shall not be arbitrary or unreasonable and shall be appropriate to the interim nature of the job. In the event no Employee is qualified to act, or is willing to act, the Board will appoint an acting Executive Director from outside the organization.
- (d) The Acting Executive Director shall receive an additional twenty percent (20%) of their normal wages in compensation for the period of time they have taken on these additional duties.
- (e) On request of the Employee, the additional compensation may be granted in the form of accumulated time to be taken off at a time which is mutually agreeable to the Employee and the Employer.
- (f) During their term as Acting Executive Director on a temporary basis, they shall remain a member of the Bargaining Unit. If the term exceeds three (3) months, they shall be under management contract to the Board and excluded from the scope of the Agreement. However, they shall continue to accumulate seniority in the Bargaining Unit.

- (g) In the event that it is the opinion of the Board of Directors that the performance of the Acting Executive Director fails to meet the requirements of the position, or if the Acting Executive Director so requests, they shall be returned to their former position. The next Employee in seniority shall be called upon.
- (h) Personnel issues that may require discipline can be recorded and passed on to the Executive Director upon their return. Serious, time-sensitive matters must be referred to the Board Personal and Policy Committee in the absence of the Executive Director.

24.08 Wage Increments

Wage increments are according to APPENDIX 'A' WAGES which forms part of this Agreement. Employees are placed in the applicable wage increment based on Years of Service.

ARTICLE 25 - EMPLOYEE BENEFIT PLANS

25.01 Return to Work

All Employees shall be covered by the *Workers' Compensation Act*. An Employee prevented from performing their regular duties with the Employer as a result of an accident, that is covered by the *Workers' Compensation Act*, which occurred while performing work for the Employer, shall receive injury on duty leave without pay for the period the Employee received Workers Compensation benefits.

An Employee who is no longer deemed to have a compensable injury, and who is cleared, in writing, to return to-work by their physician, shall be placed in their former position with the Employer upon giving two weeks' written notice when possible.

25.02 Pension Plan

- (a) Effective the date of signing, all Employees presently enrolled in the RRSP Plan shall be enrolled in a Group RRSP with a 2.0% Employee contribution and a 2.0% Employer contribution. Employees shall provide the Employer with the necessary authority for such deductions and payments.
- (b) Subject to 25.02 (a) above, no withdrawals shall be made from such RRSP during the term of employment. Withdrawal of such funds from an RRSP shall be deemed a termination of employment for cause. During the transition into the new Defined Contribution RRSP, Employees may transfer funds into the new plan if they wish and are eligible to do so. (Amended, October 2014)

25.03 Dental, Group Health & Medical Plan

The Employer agrees to continue participating in the Transition House Association of Nova Scotia (THANS) Group Insurance Policy. The Employer agrees to pay fifty percent (50%) of the premiums of this plan and the Employee shall pay fifty percent (50%). Medical, dental and

insurance/disability will not be continued during maternity, parental, adoption or unpaid sick leave unless the Employee agrees to pay fifty percent (50%) of the premiums during such leave. On the last day worked prior to commencing such leave the Employee shall provide the Association with post-dated cheques for the period to be covered.

The Employees shall be informed of any changes to the Group Policy proposed by THANS. If the THANS group coverage is discontinued, the parties shall immediately meet to transfer to a new plan with the existing cost share of premiums being unchanged.

25.04 Critical Illness Benefits and Life Insurance Plan

The Employer agrees to continue participating in the THANS Group Insurance Policy for Critical Illness and Life Insurance Plan. The Employer agrees to pay fifty percent (50%) of the premiums of this plan and the Employee shall pay fifty percent (50%). Critical illness and Life Insurance Plan benefits will not be continued during maternity, adoption or parental leave or unpaid sick leave that exceeds ten (10) working days, unless the Employee agrees to pay fifty percent (50%) of the premiums during such leave. On the last day worked prior to commencing such leave the Employee shall provide the Association with post-dated cheques for the period to be covered.

The Employees shall be informed of any changes to the Group Policy proposed by THANS. If this THANS group coverage is discontinued, the parties shall immediately meet to transfer to a new plan with the Employer continuing to pay fifty percent (50%) of the premium into the new plan provided that the new plan does not involve an increase in premium of more than ten percent (10%) of the previous plan. In the event that the increase is greater than ten percent (10%), the parties shall meet to re-negotiate this article.

25.05 Critical Incident Stress Debriefing

The Employer shall provide a facilitated group debriefing in a timely manner, at no cost to the Employee(s), after each critical incident. For Employees who require further counselling, the Employer shall refer the Employee to the Employee Assistance Program (EAP).

A critical incident refers to an extreme event that falls outside the range of normal experience for the Workplace. A critical incident usually occurs in a sudden and/or unexpected manner and can involve: exposure to shocking scenes of death and/or injury; experiencing physical danger or violence; threats to the safety and security of an individual; or witnessing violence, injury, or death of another.

ARTICLE 26 - HEALTH AND SAFETY

26.01 Cooperation on Health and Safety

- (a) The Employer, the Union, and Employees shall cooperate in providing for the safety and health of the Employees in accordance with the *Occupational Health and Safety Act* and Regulations as well as other applicable legislation.

- (b) The Employer agrees to the establishment of a Joint Occupational Health and Safety Committee.
- (c) The Employer agrees to two (2) members of the Bargaining Unit and two (2) members of management for its Joint Occupational Health and Safety Committee.
- (d) The procedure and function of the Joint Occupational Health and Safety Committee shall be in accordance with the *Occupational Health and Safety Act* and Regulations.
- (e) The Joint Occupational Health and Safety Committee shall be notified of each workplace incident report, accident, or injury.
- (f) Time off for such representatives to attend meetings of the Joint Occupational Health and Safety Committee shall be deemed to be work time for which the representative shall be paid by the Employer at their regular rate of pay.
- (g) Any training required to be taken by Employees under the *Occupational Health and Safety Act* and Regulations shall be paid for by the Employer.

26.02 Workplace Injury Provisions

An Employee who is injured during working hours and is required to leave for treatment or is sent home as a result of such injury, shall receive payment for the remainder of the shift at their regular rate of pay, without deduction from sick leave, unless a doctor or a nurse practitioner states that the Employee is fit for further work on that shift. Transportation to the nearest physician or hospital for Employee(s) requiring medical care as a result of a workplace injury shall be at the expense of the Employer.

26.03 Safe Working Environment

In order to provide a safe and secure working environment to its Employees, the Employer agrees that during times when there is a male client in the House, two (2) Employees shall be on duty. Appointment scheduling must adhere to this article.

If, during other times when there is only one (1) staff member present at the House and the Employee feels that working conditions justify or mandate additional assistance, the Employee shall immediately notify the Executive Director and request assistance. The Executive Director will not unreasonably withhold their authorization for such assistance.

ARTICLE 27 - TECHNOLOGICAL CHANGE

27.01 Definition

In this Article, "technological change" means any change in:

- (a) the introduction of equipment, material or processes different in nature, type or

quantity from that previously utilized;

(b) in the location at which the work, undertaking or business operates.

27.02 Adverse Effects to be Eliminated

In carrying out technological changes, the Employer agrees to minimize adverse effects on Employees and eliminate any denial of their contractual or legal rights which might result from such changes.

27.03 Data to be Provided

Notice of technological change shall be given in writing and shall contain pertinent data, including:

- (a) the nature of the change;
- (b) the date on which the Employer proposes to effect the change;
- (c) the approximate number, type and location of Employees likely to be affected by the change;
- (d) the effects the change may be expected to have on Employees' working conditions and terms of employment.

27.04 Consultation

Technological change shall be introduced only after the Union has received three (3) weeks' notice of the proposed change, if possible.

27.05 Guaranteed Employment

Employees shall be given the opportunity of re-training for a maximum of six (6) months before being dismissed due to the introduction of technological change.

27.06 Income Protection

An Employee whose job is changed or who is displaced from their job by virtue of technological change will suffer no reduction in normal earnings.

27.07 Transfer Arrangements

An Employee who is rendered redundant or displaced from their position or as a result of technological change or other change shall be given an opportunity to fill any vacancy for which

they have seniority and which they are able to perform. If there is no vacancy, they shall have the right to displace Employees with less seniority, provided they are able to perform the job.

ARTICLE 28 - JOB SECURITY

28.01 Restrictions of Contracting Out

In order to provide job security for the members of the Bargaining Unit, the Employer agrees that all work or services performed by the Employees shall not be sub-contracted, transferred, leased, assigned, or conveyed, in whole or in part, to any other plant, person, company, or non-unit Employee.

28.02 Wages for Male Co-Facilitator

The above article shall not change the present practice of contracting for a male co-facilitator for the New Directions program. In the event that funding allows for the hiring of a regular Employee, as defined in this Collective Agreement, it shall be filled as a Bargaining Unit position. The Contract Employees, for the male co-facilitator position, shall receive the same rate of pay as all other classifications covered under this Agreement.

ARTICLE 29 - GENERAL CONDITIONS

29.01 Proper Accommodation

Existing arrangements regarding Employees having a place to have their meals and to store and change their clothes shall be maintained for the life of this Collective Agreement.

29.02 Bulletin Boards

The Employer shall provide bulletin boards which shall be placed so that all Employees will have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the Employees. The Union shall be responsible for posting and maintaining, without interference from the Employer, any notices the Union is responsible for distributing to its members.

29.03 Personnel Records

The personnel records of an Employee or former Employee shall not be shared in any manner with any other Employee or agency without prior written consent of the Employee concerned or pursuant to production required by law.

29.04 Letter of Reference

Only the Employer may provide a letter of reference for the Employee on behalf of the Employer.

ARTICLE 30 - PRESENT CONDITIONS AND BENEFITS

30.01 Continuation of Acquired Rights

All provisions of this Agreement are subject to applicable laws now or hereafter in effect. If any law now existing or hereafter enacted, or proclamation or regulation shall invalidate or disallow any portion of this Agreement, the entire Agreement shall not be invalidated, and the existing rights, privileges and obligations of the parties shall remain in existence. In such an event, this Agreement shall be re-opened for negotiation. If there is no agreement between the parties on this issue, the matter shall be resolved by arbitration.

30.02 Amalgamation, Regionalization and Merger Protection

In the event the Employer merges or amalgamates with any other body, the Employer undertakes to ensure that:

- (a) Employees shall be credited with all seniority rights with the new Employer;
- (b) all service credits relating to vacation with pay, sick leave credits and other benefits shall be recognized by the new Employer;
- (c) all work and services presently performed by members of the Canadian Union of Public Employees shall continue to be performed by CUPE members with the new Employer;
- (d) conditions of employment and wage rates for the new Employer shall be equal to the best provisions in effect with the merging Employer;
- (e) no Employees shall suffer a loss of employment as a result of merger;
- (f) preference in location of employment in the merged body shall be on the basis of seniority.

30.03 Portability of Service Credits

- (a) When an Employee of the Employer transfers to another Employer within the province, the Employer shall place with the new Employer the sick leave and other service credits standing to the credit of the Employee, where available.
- (b) A new Employee who previously worked for another Employer within the province and was a member of the Canadian Union of Public Employees shall be credited with the sick leave, vacation and other credits transferred by the previous Employer, provided that they are consistent with this Agreement.

ARTICLE 31 - LABOUR MANAGEMENT

31.01 Labour Management Committee

A Labour-Management Committee shall be established, consisting of not more than two (2) representatives of the Union and not more than two (2) representatives of the Employer. A management representative and a Union representative shall be designated as joint chairpersons and shall alternate in presiding over meetings. Minutes of each meeting of the Committee shall be prepared by a recorder and signed by the joint chairpersons. The signed copies of the minutes shall be made available to each of the committee members within a reasonable time.

The Union shall supply the Employer with the list of names of those people involved in Labour-Management Committee meetings and the Employer shall notify the Union of their representatives.

31.02 Jurisdiction of Committee

The Committee shall not concern itself with matters that should be channeled through the Grievance Procedure.

31.03 Meetings of Committee

The Committee shall meet at least quarterly unless mutually agreed otherwise, at a mutually agreed time and place. Employees shall not suffer any loss of pay while attending these meetings.

ARTICLE 32 - TERM OF AGREEMENT

32.01 Duration of Agreement

This Agreement shall be binding and remain in effect from December 1, 2015 to March 31, 2021.

32.02 Notice to Bargain

Either party desiring to propose changes to this Agreement shall within ninety (90) days of the termination date give notice in writing to the other party of the changes proposed. Within thirty (30) working days of receipt of such notice by one party, the other party is required to enter into negotiations for a new agreement.

32.03 Wage Increases

In the event that the Provincial Government provides funding to the Employer during the life of this Agreement to increase wages of Employees covered by this Collective Agreement, the wage increases shall be provided to Employees in the manner as prescribed by the Provincial Government.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the 20th day of August, 2019.

SIGNED ON BEHALF OF:

**CUMBERLAND COUNTY
TRANSITION HOUSE ASSOCIATION**

**THE CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 4326**

[Signature]
[Signature]
[Signature]
(Holly Casey for
Arianna Crowe)

[Signature]
[Signature]
[Signature]

APPENDIX 'A' – WAGES

The classifications presently included in this Agreement are:

Women's Support Counsellor
Men's Support Counsellor
Child and Youth Support Counsellor
Night Support Counsellor

Effective Date	Start	After 1 Year	After 2 Years	After 3 Years	After 4 Years
April 1, 2014	42,913.96	44,897.73	46,234.30	48,027.79	49,788.22
	20.63/hr	21.57/hr	22.23/hr	23.09/hr	23.96/hr
April 1, 2015	42,913.96	44,897.73	46,234.30	48,027.79	49,788.22
	20.63/hr	21.57/hr	22.23/hr	23.09/hr	23.96/hr
April 1, 2016	42,913.96	44,897.73	46,234.30	48,027.79	49,788.22
	20.63/hr	21.57/hr	22.23/hr	23.09/hr	23.96/hr
April 1, 2017	43,343.10	45,346.71	46,696.64	48,508.07	50,286.10
	20.84/hr	21.79/hr	22.45/hr	23.32/hr	24.20/hr
April 1, 2018	43,993.25	46,026.91	47,397.09	49,235.69	51,040.39
	21.15/hr	22.12/hr	22.79/hr	23.67/hr	24.56/hr
March 31, 2019	44,213.22	46,257.04	47,634.08	49,481.87	51,295.59
	21.26/hr	22.23/hr	22.90/hr	23.79/hr	24.68/hr
April 1, 2019	44,876.42	46,950.90	48,348.59	50,224.10	52,065.02
	21.58/hr	22.56/hr	23.24/hr	24.15/hr	25.05/hr
March 31, 2020	45,100.80	47,185.65	48,590.33	50,475.22	52,325.35
	21.69/hr	22.67/hr	23.36/hr	24.27/hr	25.18/hr
April 1, 2020	45,777.31	47,893.43	49,319.18	51,232.35	53,110.23
	22.02/hr	23.01/hr	23.71/hr	24.63/hr	25.56/hr
March 31, 2021	46,006.20	48,132.90	49,565.78	51,488.51	53,375.78
	22.13/hr	23.13/hr	23.83/hr	24.75/h	25.69/hr

Wage increases are as follows:

April 1, 2015 – 0%
April 1, 2016 – 0%
April 1, 2017 – 1%
April 1, 2018 1.5%
March 31, 2019 0.5%
April 1, 2019 – 1.5%
March 31, 2020 0.5%
April 1, 2020 1.5%
March 31, 2021 - 0.5%

APPENDIX 'B' – HARASSMENT POLICY

Cumberland County Transition House Association (Autumn House)

HARASSMENT POLICY

PREAMBLE

The Cumberland County Transition House Association believes in the right of all women and their children to live free from violence. This philosophy is in keeping with the objectives that guide Autumn House.

Harassment has no place within Autumn House. It is unethical, unprofessional and a threat to the integrity of the individual(s) and Autumn House. All harassment matters will be dealt with because harassment erodes the atmosphere of trust. This is essential to our organization whose primary goal is dedicated to the care of abused women and their children.

This harassment policy applies to all Employees of the Cumberland County Transition House Association. Appropriate policy will be developed to handle harassment that involves others who are involved with Autumn House.

POLICY STATEMENT

The Cumberland County Transition House Association is committed to providing a work environment free from harassment. The Cumberland County Transition House Association, as an Employer, will neither tolerate nor condone any Employee(s) actions or behaviours, regardless of intent, that are likely to undermine the dignity, self-esteem or security of another Employee or group of Employees or create an intimidating, threatening, hostile or offensive work environment.

DEFINITION

Harassment is an expression of power by the harasser(s) over another. Harassment consists of conduct which is offensive, undermines a person's self-respect or interferes with his/her ability to do the job. It is unwanted and unwelcome. Harassment will be considered to have taken place if a reasonable person ought to have known that such conduct was unwelcome. It may be verbal, physical or psychological. It may be deliberate or unintentional. It may be one incident or a series of incidents.

Harassment may be related to one of the prohibited grounds of discrimination named in Article 3 of the Collective Agreement between the Cumberland County Transition House Association and CUPE. Harassment may be related to other grounds such as personal characteristics or circumstances.

Sexual harassment is a form of harassment that consists of conduct of a sexual nature.

Harassment also includes abuse of authority which occurs when an individual uses the power of his/her position to undermine, intimidate, threaten or coerce an individual or attempts to influence his/her career negatively.

Harassment may occur both directly or indirectly. Indirect harassment includes witnessing harassment of another.

While the following is not an exhaustive list, harassment may include:

- Written or verbal threats or abuse;
- Intimidation;
- Racial or ethnic slurs;
- Unwelcome sexual remarks, invitations, or requests, whether implicit or explicit;
- Unwelcome remarks, jokes, innuendos, taunts, suggestions about a person's body, attire, age, race, creed, religion, etc.;
- Comments or displays that demean or belittle, or cause personal humiliation or embarrassment;
- Displays of pornographic, sexist, racist, homophobic or other offensive or derogatory material;
- Practical jokes which result in awkwardness, embarrassment, or insult; Leering (suggestive staring) or other offensive gestures;
- Unnecessary physical contact such as touching, patting, pinching or punching; Unnecessary physical closeness;
- Vandalism of personal property; Patronizing or condescending behaviour;
- Over-protection of someone because of a perceived need (i.e. disability, pregnancy);
- Physical or sexual harassment.

For conduct to be considered harassment, it must be reasonably perceived as affecting term(s) or conditions of employment (including availability or continuation of work, promotional or training opportunities), or interfere with job performance or humiliate, insult, or intimidate any individual.

RESPONSIBILITY

The Cumberland County Transition House Association, as an Employer, is responsible for providing a harassment-free work environment and is obligated to protect persons employed by the Association from harassment. To this end, strategies designed to create a harassment-free workplace will be implemented. Appropriate action will be taken when the Employer becomes aware of a harassment or a potentially harassing situation.

COMPLAINT PROCEDURES

It is recognized that harassment can range from insensitive remarks to assault. Therefore, it is the intent of this policy to establish processes that allow for the effective and responsible

resolution of harassment complaints considering the nature of the incident and the parties involved.

A. Informal Procedure

Where appropriate, the parties are encouraged to seek an informal resolution to the complaint whenever possible.

A person employed by the Cumberland County Transition House Association who believes that he/she has a complaint of harassment shall make a direct request of the alleged harasser that the complained of behaviour or actions cease. If the request is unsuccessful, the Employee shall institute the formal procedure.

B. Formal Procedure

Complainants have the right to:

- File a complaint and obtain a review of their complaint without fear of embarrassment or reprisals;
- Be accompanied by a person of their choice during the interviews related to their complaint;
- Be informed throughout the process.
- The investigator shall be the Executive Director. If the Executive Director is the alleged harasser, the investigator shall be a Board of Directors' designate chosen from a list of Board Members who are willing to act in this role. The Union and the Employer will agree on this list. The Parties reserve the right to refer the investigation to an independent external investigator when the allegations or people involved necessitate such referral.

The formal process is as follows:

- (1) The complainant must provide the investigator with a written complaint giving details of the alleged harassment. Included in this should be the dates, times, places, names of individual(s) involved in the incident(s), names of any witnesses and any other relevant information.
- (2) The complaint must be filed within ten (10) days of the cause of the complaint or within ten (10) days of when it is determined the informal process has been unsuccessful in achieving an outcome satisfactory to the complainant.
- (3) The investigation shall begin within ten (10) days of receipt of the written complaint. The investigator shall:
 - Inform the alleged harasser(s) that a complaint has been filed;
 - Provide the alleged harasser(s) with a written statement of the allegations and a reasonable opportunity to respond;
 - Inform the parties of their rights and responsibilities;
 - Interview the parties concerned, and witnesses where appropriate;

- Collect evidence;
 - Prepare a report containing findings and recommendations.
- (4) Every effort shall be made to keep the substance of the investigation confidential.
- (5) The alleged harasser(s) has the right to be accompanied by a person of their choice during the interview(s) related to the complaint.
- (6) Upon completion of the investigation, a copy of the investigator's report including the decision shall be forwarded to the parties in writing.
- (7) Failing a satisfactory resolution at this stage, if the complainant is a member of the Bargaining Unit, the Employee may lodge a grievance at Step 2 of the Grievance Procedure in accordance with Article 12 of the Collective Agreement.
- (8) Failing satisfactory resolution at this stage, a grievance may be referred to arbitration in accordance with the Collective Agreement.
- (9) If the complainant is a non-Bargaining Unit person employed by the Cumberland County Transition House Association and the complaint has not been resolved to his/her satisfaction, the complaint maybe referred to the Chair of the Board of Directors within five (5) days of receiving the Employer's written decision.
- (10) The Chair of the Board of Directors, or her designate, within ten (10) days of receiving the referred complaint or grievance, shall schedule a hearing. Every effort shall be made to keep the substance of the proceedings confidential. The complaint or grievance shall be presented by the complainant/grievor or his/her representative to a panel of three (3) individuals; one named by the Board, one named by the complainant; and one chosen by mutual agreement. Within ten (10) days of the hearing, the panel shall issue their findings and recommendations to the parties in writing. Should the recommendations result in costs, this will form part of the panel's recommendations. Within five (5) days, the Chair of the Board of Directors, or her designate, shall inform the parties in writing of the Employer's decision and the appropriate resolution or action to be taken.
- C.** The time frames set out in this procedure may be extended by mutual consent of the Employer and the complainant.
- D.** The time limits for filing or referring a complaint or grievance stipulated in this article shall be waived if the reasons for the delay are beyond the control of the complainant or grievor. In other situations, the time limits may be waived upon due consideration of the complainant's right to have his/her complaint dealt with, the alleged harasser's right to due process without unnecessary delays and the Employer's responsibility to provide a harassment-free work environment.
- E.** Where the alleged harassment relates to the prohibited grounds of discrimination

proscribed by the Nova Scotia Human Rights Code, a complainant has the right to contact the Nova Scotia Human Rights Commission to file a formal complaint of discrimination.

- F. All records created as a result of a complaint shall be kept confidential and stored in a locked cabinet.
- G. It is the intent of the parties that persons who believe they have a complaint of harassment be encouraged to come forward. However, nothing in this policy should be construed as encouraging or supporting an unjust complaint. A complaint is unjust when it contains a false charge of harassment which is made with malicious intent or made in bad faith. The Employer will take appropriate action if it is determined an unjust complaint has been filed.

POLICY AMENDMENTS

At the request of the Employer or the Union, the parties shall meet to discuss proposed amendments to the Harassment Policy. Any agreed to amendments shall take effect when ratified by the principals of both parties.

In accordance with Article 3 of the Collective Agreement, the Harassment Policy forms part of the Collective Agreement.

ADDENDUM TO HARASSMENT POLICY

If the complainant is not an Employee of Autumn House (i.e. student, volunteer, Board member, etc.) the following procedures will apply:

A. Informal Procedure

Where appropriate, the parties are encouraged to seek an informal resolution to the complaint whenever possible.

A person involved in Autumn House activities as a student, volunteer, Board member who believes that he/she has a complaint of harassment shall make a direct request of the alleged harasser that the complained of behaviour or actions cease. If the request is unsuccessful, the person shall institute the formal procedure.

B. Formal Procedure

Complainants have the right to:

- File a complaint and obtain a review of their complaint without fear of embarrassment or reprisals;

- Be accompanied by a person of their choice during the interviews related to their complaint;
- Be informed throughout the process.
- The investigator shall be the Executive Director. If the Executive Director is the alleged harasser, the investigator shall be a Board of Directors' designate chosen from a list of members of the Board of Directors who are willing to act in this role. The Union and the complainant will agree on the list. The Parties reserve the right to refer the investigation to an independent external investigator when the allegations or people involved necessitate such referral.

The formal complaint procedure is as follows:

- (1) The complainant must provide the investigator with a written complaint giving details of the alleged harassment. Included in this should be the dates, times, places, names of individual(s) involved in the incident(s), names of any witnesses and any other relevant information.
- (2) The complaint must be filed within ten (10) days of the cause of the complaint or within ten (10) days of when it is determined the informal process has been unsuccessful in achieving an outcome satisfactory to the complainant.
- (3) The investigation shall begin within ten (10) days of receipt of the written complaint.
- (4) The investigator shall:
 - Inform the alleged harasser(s) that a complaint has been filed;
 - Provide the alleged harasser(s) with a written statement of the allegations and a reasonable opportunity to respond;
 - Inform the parties of their rights and responsibilities;
 - Interview the parties concerned, and witnesses where appropriate; Collect evidence;
 - Prepare a report containing findings and recommendations.
- (5) Every effort shall be made to keep the substance of the investigation confidential.
- (6) The alleged harasser(s) has the right to be accompanied by a person of their choice during the interview(s) related to the complaint.
- (7) Upon completion of the investigation, a copy of the investigator's report including the decision shall be forwarded to the parties in writing.
- (8) Failing a satisfactory resolution, the complainant may be referred to the Chair of the Board of Directors within five (5) days of receiving the Employer's written decision.
- (9) The Chair of the Board of Directors, or her designate, within ten (10) days of receiving the referred complaint or grievance, shall schedule a hearing. Every effort shall be made

to keep the substance of the proceedings confidential. The complaint shall be presented by the complainant or his/her representative to a panel of three (3) individuals; one named by the Board, one named by the complainant; and one chosen by mutual agreement. Within ten (10) days of the hearing, the panel shall issue their findings and recommendations to the parties in writing. Should the recommendations result in costs, this will form part of the panel's recommendations. Within five (5) days, the Chair of the Board of Directors, or her designate, shall inform the parties in writing of the Employer's decision and the appropriate resolution or action to be taken.

With the exception of the sections relating specifically to members of the Bargaining Unit, all parts of the Harassment Policy apply.

